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ABSTRACT

The proposed agreement between the Hawaii Federation of College Teachers and the University of Hawaii covers the period 1973-76. Articles of the agreement cover recognition definitions; saving clause; entirety, modification and conflict; consultation; management rights; academic freedom; employment status; grievance procedure; health and safety; workload; services; personnel files; sabbatical and study leaves; sick leaves, vacation leave; witness and jury duty; funeral leave; leave without pay; union rights; reduction in force; salaries; no strike or lockout; and term of agreement. (MJM)

ED 087351

PROPOSED AGREEMENT BETWEEN THE HAWAII FEDERATION OF COLLEGE TEACHERS AND THE UNIVERSITY OF HAWAII

1973 – 1976

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
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HEw5146

UNIT 7

FACULTY OF THE UNIVERSITY OF HAWAII
AND THE COMMUNITY COLLEGES

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AGREEMENT

s Agreement is entered into this _____ day of _____, and between the State of Hawaii, Board of Regents, University Hawaii, and the Hawaii Federation of College Teachers, Local 2003, erican Federation of Teachers, (AFL-CIO), hereinafter called the ion.

ARTICLE I, RECOGNITION

e Employer recognizes the Union as the exclusive collective rgaining representative for those Employees in the bargaining it referred to as Unit 7, Faculty of the University, including e Community Colleges, as certified by the Hawaii Public Employnt Relations Board.

ARTICLE II, DEFINITIONS

r the purposes of this Agreement the following terms shall be fined as provided by this Article, unless the context may otherse require:

"Academic Year Employees" are the personnel in the instructional classifications, with either nine (9) or eleven (11) months duty periods.

"Administrative Official." Whenever the Agreement refers to an official of the University by title, the reference also applies to the designee or successor in office of that official, especially if there is a subsequent change in title. In the absence of a successor in office, or in case there is doubt as to the identity of the "administrative" official, "appropriate" official, or "comparable" official, or similar term in a given reference, the President will make a designation to resolve the doubt.

"Administrative Unit." Whenever the Agreement refers to an "administrative unit" (other than an academic department at Manoa Campus or an academic division at a community college or Hilo College) and there is doubt as to the identity of the "administrative" unit, "primary" unit,

"comparable" unit, "division" or "major division," or similar term, the President will make a designation to resolve the doubt.

"Board" means the Board of Regents of the University of Hawaii.

"Calendar Year Employees" are the eleven-(11) month personnel, except personnel in the instructional classifications.

"Central Administration" or "System Administration" means the Office of the President and the immediate staff offices.

"Employee" means a person who is included in the bargaining unit, as certified by HPERB.

"Employer" means the Board of Regents of the University of Hawaii, as provided in Section 89-2(9), H.R.S.; for the purpose of negotiations, the Employer shall mean the designated representatives of the Governor and the designated members of the Board of Regents, as provided in Section 89-6(b), H.R.S.

"Faculty Employee" means Employee, as defined above.

"Faculty Member" means Employee, as defined above.

"System Administration." See "Central Administration."

"Union" means the Hawaii Federation of College Teachers, Local 2003, American Federation of Teachers, (AFL-CIO).

"University" means the University of Hawaii.

Abbreviations.

Community Colleges

The letter "C" may be used as the abbreviation for Community Colleges personnel, where appropriate.

Manoa and Hilo

Instructional

I-2	Instructor
I-3	Assistant Professor
I-4	Associate Professor
I-5	Professor

Research

R-2	Junior Researcher
R-3	Assistant Researcher
R-4	Associate Researcher
R-5	Researcher

Specialist

S-2	Junior Specialist
S-3	Assistant Specialist
S-4	Associate Specialist
S-5	Specialist

Cooperative Extension Services

A-2	Assistant County Extension Agent and Assistant County Home Economist
A-3	Associate County Extension Agent and Associate County Home Economist
A-4	County Extension Agent and County Home Economist

ARTICLE III, SAVING CLAUSE

any part of this Agreement be rendered or declared invalid
ourt of competent jurisdiction or by Hawaii Public Employment
ons Board, such invalidation of such part or portion of this
ent shall not invalidate the remaining portions thereof and
hall remain in full force and effect.

ARTICLE IV, ENTIRETY, MODIFICATION AND CONFLICT

A. This document contains the entire agreement of the parties and neither party has made any representations to the other which are not contained herein.

B. No provision or term of this agreement may be amended, modified, changed, altered, or waived, except by written document executed by the parties hereto.

C. If there is any conflict between the provisions of this Agreement and any rules and regulations, Board of Regents Policies or other personnel regulations applicable to Employees, the terms of this Agreement shall prevail.

ARTICLE V, CONSULTATION

A. The Employer agrees to make every reasonable effort to consult with the Union prior to effecting changes in major policies affecting personnel and labor relations, in accordance with Section 89-9(c), Hawaii Revised Statutes.

Major policies affecting employee relations are the written policies, rules and regulations of the Board of Regents concerned principally with the employment of faculty employees, such as the policies on tenure and suspension and dismissal.

This consultation shall be conducted by the Board, a committee of the Board or a Regent, or by the President or an officer of the Central Administration of the University.

B. Nothing contained in Section A of this Article shall be construed to preclude informal meetings for discussion purposes at the various campuses. Such informal meetings should be conducted in accordance with the general guidelines herein provided:

1. The Chancellors of the University of Hawaii at Manoa and Hilo (abbreviated UHM and UH Hilo) and the Provosts of the Community Colleges and Hilo College shall meet with the designated Chapter officers of the HFCT twice each regular academic semester for the purpose of discussing general matters of mutual concern.

2. The date, time and place of the meeting shall be mutually agreed.

3. The party requesting the meeting shall provide the other party with the topics to be discussed forty-eight (48) hours in advance of the scheduled meeting.

4. Each party may have up to four persons present.

5. The discussions shall be informal, for the purpose of clarifying issues, or expressing concerns, and neither party is expected to arrive at any decision.

C. Nothing contained in this Article shall prevent the parties above designated from meeting at times other than those set forth above if matters of mutual concern arise of an urgent or emergency nature nor preclude the Employer from consulting such organizations, agencies or committees as it may from time to time deem appropriate.

ARTICLE VI, MANAGEMENT RIGHTS

A. The parties agree that all the rights and responsibilities of the Employer which have not been specifically provided for in this Agreement are retained in the sole discretion of the Employer whose right to determine and structure the goals, purposes, functions and policies of the University without prior negotiation with the Union and without being subject to the grievance and arbitration procedures of this Agreement shall include but not be limited to the following: (1) the right to classify and reclassify personnel; (2) the right to direct Employees, to determine qualifications, standards for work, and to hire, promote, transfer, assign, retain Employees in positions, award tenured appointments; and to suspend, demote, discharge or take other disciplinary actions against an Employee for proper cause; (3) the right to relieve an Employee from duty because of lack of work or other legitimate

reasons; (4) the right to take such action as in its judgment it deems necessary to maintain the efficiency of University operations; (5) the right to determine the means, methods, and personnel by which the University's operations are to be conducted; (6) the right to take such actions as may be necessary to carry out the missions of the University in case of emergencies; and (7) the right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith.

B. The exercise of the management rights and responsibilities of the Employer set forth hereby shall not be subject to the grievance procedures set forth in this Agreement, except that where a management right is specifically required to be exercised in accordance with a specified procedure as provided in this Agreement, grievances alleging a failure to comply with such procedure will be subject to the grievance provisions of this Agreement. In the event that the Arbitrator finds failure on the part of the Employer to comply with the specified procedure, the Arbitrator's award shall be limited to requiring compliance with the specified procedure.

ARTICLE VII, ACADEMIC FREEDOM

A faculty member is entitled to freedom in the classroom in presenting his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. The University recognizes that the teacher in speaking and writing outside of the institution upon subjects beyond the scope of his own field of study is entitled to precisely the same freedom and is subject to the same responsibility as attaches to all other citizens; but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should conduct himself with appropriate decorum, should show respect for the opinions of others, and should indicate that the University of Hawaii assumes no responsibility for his views and utterances. When he thus speaks or writes as a citizen, he should be free from censorship or discipline.

ARTICLE VIII, EMPLOYMENT STATUS

Part One, Appointment

ppointment Status

faculty Employee may be on probationary, period, extended, nured, or terminal appointment status, and contracts rresponding to each status will be awarded in accordance th the provisions of this Article.

obationary Appointment Status

Commencement and Continuation of Probationary Period. "Probationary period" means a period of assessment which begins according to the provisions in this Article and ends by the granting of a tenured, extended, or terminal appointment, or by resignation, retirement or non-renewal of a probationary contract. During this period the probationer does not have a claim to his position, and the University, through its officers, may exercise its prerogative of non-reappointment, including the denial of a tenured or extended appointment, without a statement of reasons.

The probationary period commences when the Employee holds a probationary contract for full-time service fully funded from the general revenues of the State of Hawaii, or from funds deemed by the Board to be assured for an indefinite period.

Interruption of Probationary Period. The probationary period may be interrupted during periods when the Employee does not hold a full-time contract, is on leave without pay, or holds a contract which is funded less than 50% from the general revenues of the State or from funds deemed by the Board to be assured for an indefinite period. By specific agreement in writing in advance the Employee and Employer may agree that such periods of interruption will count towards the probationary period; absent such agreement, the probationary years in which such interruption occurred will not count.

3. Contracts During the Probationary Period.

a. Probationary Contracts (One Year). Initial contracts for all personnel on probationary status will be for one year terms, unless otherwise provided.

For purposes of determining the term of the initial contract, an appointment whose effective date is October 1, or prior to that, will be considered to be one full year on August 31 next. Where the effective date of the initial appointment is later than October 1, the partial year will not be counted, and the one year term of the first probationary contract will commence the following September 1; in such case, the Employee will be given a period appointment for the partial year.

b. Renewal of Contracts. Renewals of probationary contracts during the probationary period will be for successive one-year terms, and will commence on September 1 following termination of the prior contract.

c. Non-Renewal Contracts. All probationary contracts terminate upon their expiration. If notification of termination is not given by the dates defined below, the faculty member will be given a one year terminal contract commencing on the following September 1.

Written notification of intent to terminate the first probationary contract at the end of the year shall be given by February 1 of that year.

Written notification of intent to terminate an appointment at the end of the second probationary year shall be given by December 15 of that year.

For subsequent probationary contracts, at least twelve (12) months notice of non-reappointment will be given.

d. Duration of Probationary Period. Except as otherwise provided, the normal probationary period is five (5) probationary years while in salary classifications I2, R2, A2, I3, R3, [illegible], S3, and C3; three (3) years while in classifications I4, R4, and S4; and two (2) years while in classifications I5, R5, and S5.

A Faculty Employee on probationary status in classifications I2, R2, S2, A2, I3, R3, S3, A3, I4, R4, or S4 who requests or is required to be considered for promotion (paragraph L of this Article) before the final year of the probationary period shall also be considered for tenure at the same time; if either promotion or tenure is denied, the Employee will be given a terminal appointment, provided that an Employee in classification I2, R2, S2, and A2 may, in the Employer's discretion, be given an extended appointment in the same rank.

At the request or with the concurrence of the Employee or prospective Employee, the normal probationary period for any faculty member may be lengthened, or shortened or eliminated by specific action of the Board of Regents.

Requests for extension of the probationary period must be submitted in writing by the Employee by September 10 of the final probationary year.

Requests for shortening the probationary period of Employees earning probationary credit must be accompanied by the application forms for extended or tenured status prescribed by the Employer. The submission of such application must be made before October 1, and is equivalent to a request that the year of submission constitutes the final probationary year, and that either a terminal, extended, or tenured appointment will ensue as a result of the application.

Faculty who have been employed at the University of Hawaii under circumstances in which they have not been earning probationary credit, and who subsequently commence earning probationary credit, may request that the probationary period be shortened.

3. Credit for Prior Service. Service with universities and other organizations before joining the University of Hawaii will not be considered in the calculation of the probationary period.

Probationary credit earned at one campus within the University of Hawaii System may be transferable to another campus provided that the probationary period at the recipient campus shall consist of at least

If the University chooses not to renew the extended appointment at the expiration of the five-year period, it may do so in one of two ways:

a. It may give notification of non-renewal at least twelve (12) months prior to the expiration of the five-year term, in which case the appointment shall terminate upon the expiration of the five-year term; or

b. It may give notification of non-renewal less than twelve (12) months, but prior to the expiration of the five-year term, in which case the faculty Employee shall be provided with a terminal year appointment. If the University fails to give notice prior to the expiration of the five-year term, the extended appointment shall be renewed automatically for another five-year term.

D. Period Appointment (One Year or Less)

A period appointment is an appointment for one year or less, and is given to an Employee who does not hold one of the other appointments.

Persons appointed specifically on a grant or contract will be appointed for one year or less, renewal being subject to the needs of the program and availability of funds. The period of such annual employment contracts will coincide with the anniversary dates of the grant or contract from which they are paid.

A period appointment terminates at the expiration of the specified period, and notification of termination or non-renewal is not required.

E. Terminal Appointment (One Year)

A faculty Employee on terminal appointment will be given a one (1) year contract, which will commence on September 1 following the final probationary period and terminate on the following August 31. During the terminal year, applications for reconsideration of a tenured or extended appointment shall not be entertained. At least twelve (12) months notice of termination will be given whenever tenured or extended appointments are terminated for other than disciplinary reasons.

two (2) years of actual service on that campus before an extended or tenured appointment is made. A request for the transference of all or part of such credit shall be made by the faculty member to the provost or college dean at the recipient campus, and unless approved in writing prior to commencement of service at the recipient campus, such prior service will not be credited.

Faculty members who resign and are subsequently reappointed to the same or another campus with a break in service of less than two years will have their probationary status determined and agreed upon in writing between the faculty member and the chancellor or provost before appointment, provided that the remaining probationary period upon reappointment shall consist of at least two years of actual service. If such determination and agreement is not made in writing prior to reappointment, the prior service will not be credited.

C. Tenured or Extended Appointment

On or before October 1 of the normal or approved final probationary year, the probationer must submit his request for tenured or extended appointment in the format and with the contents prescribed by the Employer.

1. Tenured Appointment (Indefinite). A tenured appointment is granted only by the Board of Regents, and is for an indefinite period of time. A tenured appointment is made to a tenured position in a particular school, college, or other administrative unit.

   A decision to recommend or to grant a tenured or extended appointment may be based upon other institutional considerations in addition to the faculty Employee's competence.

2. Extended Appointment (Five Years). An extended appointment is granted only by the Board of Regents and is for a term of five (5) years. An extended appointment is made to a position in a particular school, college, or other administrative unit.

   An extended appointment may, at its expiration, be renewed for successive five-year terms. Alternatively, the University, through its officers, may exercise its prerogative of non-renewal without a statement of reasons.

F. Suspension of Time Requirements

In case a grievance is filed concerning a decision of the Employer to deny a tenured or extended appointment, any provision in this Agreement which may be so construed as to result in the automatic award of a tenured or extended appointment shall be suspended.

Where timely notice of non-reappointment has once been given, but it is later determined in the grievance procedure that there was some irregularity in the original decision not to reappoint or not to award a tenured or extended appointment, a subsequent notice of non-reappointment, including denial of tenured or extended appointment, given after the irregularity has been removed or corrected, shall be deemed timely for the purposes of this Article.

Part Two, Renewal and Tenure

G. Procedure for Recommending Renewal of Probationary Contracts

Recommendation for renewal or non-renewal of probationary contracts will be made by the chairman of a department or division, director or head of an appropriate unit, then forwarded for recommendation by the appropriate provost, dean, or other administrative official for decision by the chancellor, vice president, or other appropriate official.

H. Procedure for Recommending Tenured or Extended Appointment

Recommendations for a tenured or extended appointment during the final probationary year will be made following review of an application submitted by the candidate in the sequence hereinafter provided:

1. The department or division chairman or unit head will make the initial recommendation.

   A department, division or other primary unit may, in its discretion, establish a personnel committee. Such committee, if established, shall consist of not fewer than two (2) nor more than six (6) tenured faculty members to be appointed by the chairman or unit head. If the department, division or unit has fewer than two (2) tenured faculty members available, the chairman or unit head shall appoint enough tenured faculty to constitute a committee of two (2) members. The chairman or unit-

head may consult with the committee before making his recommendation, or he may request that the committee submit a separate written report and recommendation. The committee may, on its own initiative, submit a separate written report and recommendation.

The chairman or unit head shall appoint the committee from a panel of tenured faculty elected by the members of the department, division or unit. The election shall be conducted by October 1 of the academic year during which the committee is to function. The panel shall consist of a list of names twice in number to the size of the committee to be appointed. If the list is not received by October 1, the chairman or unit head may proceed to appoint the committee.

. The dean or provost, or comparable official, shall make a recommendation to the chancellor, vice president or other appropriate official.

. The chancellor or vice president for community colleges, or other appropriate official shall make a recommendation to the President.

A dean, provost, chancellor, vice president, or other official required to exercise judgment in making a recommendation, may in his discretion establish and appoint a personnel committee, which may include in its membership Employees of the bargaining unit, to advise on the recommendations to be made.

. The President shall submit his recommendation to the Board of Regents of those Employees who are to be awarded tenured or extended appointments. If in his judgment a faculty Employee should not be awarded a tenured or extended appointment, he shall so notify the affected faculty Employee on or before June 30.

ranting of Tenured or Extended Appointments

n or before June 30 of the final year of probation, the oard of Regents will determine whether the probationer will e granted a tenured or extended appointment.

J. Notification

Wherever notification is required by the terms of this Articl personal del very of notice in writing, or the mailing of the notice by certified or registered mail to the last recorded residence o the faculty member, on or before June 30 shall constitute an effective notification.

K. Appointment to Administrative Duties

All appointments to administrative positions or to positions which are primarily administrative in character at the Univer sity of Hawaii are on a yearly basis. Any University of Hawaii faculty Employee holding a tenured or extended appoint ment who is appointed to an administrative position will reta his academic title, and full right to return at the terminati of the administrative appointment to his academic position on a full-time basis, with the same tenured or extended appoint- ment rights as others holding a similar rank. In the case of a faculty Employee holding an extended appointment, the perio of time served in the administrative capacity will not be counted as part of the five years of the extended appointment so that upon return to the academic position, there will be a total of five full years within the periods of service before and after the administrative incumbency are combined.

Any faculty member who assumes administrative duties prior to the award of tenured or extended appointment status within his department or division shall retain his academic title. While serving in the administrative position he will not accumulate probationary credit toward tenure, but he will retain the right to return in probationary status to his academic position at the termination of the administrative appointment; provided, that the probationary period may be lengthened or shortened, in accordance with the provisions of this Article.

Any new faculty Employee appointed to the University who is concurrently appointed to an administrative position will not automatically either gain tenure or accumulate probationary credit toward tenure while serving in the administrative position.

Upon return of a faculty member to his academic position, the faculty member's salary in his rank will be that which most closely corresponds with that which he would have received had he not assumed administrative duties (taking into account

such increments and increases as he would have received in the interim), with such adjustments as may be equitable under the circumstances.

Part Three. Promotion

. Promotion

1. Faculty in ranks 2 and 3 in classifications I, R, S, and A, and in rank 4 in classifications I, R, and S are considered for promotion to the next higher rank after at least seven (7) full years in rank or during the first year in which his salary has reached the top step of the schedule for his rank, or any higher salary, and he has completed at least three (3) consecutive years, exclusive of leaves, in that rank at the University, whichever is sooner.

2. Such faculty may request promotion in any year provided the request is endorsed by the appropriate department, division, or unit head and dean, provost, or other appropriate official.

3. Applications for promotion shall be processed in accordance with the procedure set forth in subsections H-1 through 4 of this Article.

1. Range Advancement (Effective September 1, 1974)

1. Faculty in ranges 3 and 4 in classification C may be considered for range advancement only after three (3) full years of service in the same range.

2. Such faculty members may apply for range advancement on or before October 1 of the third year or a subsequent year of service in the same range, and applications for range advancement shall be processed in accordance with the procedure set forth in subsections H-1 through 4 of this Article.

Part Four, Discipline and Discharge

N. Disciplinary Actions

In those instances where an Employee is to be suspended or discharged for proper cause the procedures hereinafter provided shall be followed.

1. Suspension Without Pay

   a. When the actions of an Employee are of such a nature as to call for disciplinary action short of discharge, he may be suspended without pay.

   b. Before he is suspended without pay, the procedures specified in this Article governing discharge shall be invoked.

   c. As a result of any proceeding to discharge for proper cause, the Employer may apply the sanction of suspension without pay, or a lesser sanction.

2. Discharge

   In cases where an Employee is to be discharged for proper cause, before the expiration of the term of the contract, the following procedures shall be invoked:

   a. The college dean, provost or comparable official shall notify the Employee of the intention to discharge him before the expiration of the term of the contract, including a tenured or extended contract.

   b. The notice shall include a statement of the grounds for the intended discharge.

   c. The Employee shall have seven (7) days within which to request a hearing. If the Employee fails to submit a request in writing for a hearing, the provost, dean, or other official may proceed with his intended action.

   d. Upon the receipt of the request, the provost, dean or other official shall schedule a hearing within ten (10) days. At such a hearing the Employee may be assisted by counsel of his choice, who may be but need not be an attorney or a union representative. The Employee or his counsel shall have the right to present evidence

and to question witnesses. The hearing officer shall not be bound by the technical rules of evidence prevailing in a judicial proceeding.

e. The provost, dean, or other official may in his discretion establish and appoint a committee, which may include in its membership Employees of the bargaining unit to assist and advise him in the judgment he will be required to make.

f. Within ten (10) days of the conclusion of the hearing, the provost, dean or other official shall render his decision in writing, a copy of which shall be furnished to the Employee. The decision, if adverse to the Employee, shall state the date upon which the Employee's appointment is to be terminated. Such termination date shall not be less than thirty (30) nor more than ninety (90) calendar days from the date of decision.

g. Within ten (10) days of the receipt of the decision, the Employee may appeal the decision to the chancellor or vice president for community colleges, or other appropriate official, who shall review the case upon the record, and render a decision with ten (10) days of the completion of the review.

The decision may sustain the judgment of the provost, dean or other official, in which case it shall become final; or the decision may be to remand the case to the provost, dean or other official for further consideration.

h. An appeal may be taken over an adverse decision of the chancellor, vice president or other appropriate official only if there has been a violation of the procedure specified in this Article. The appeal must be filed by the Employee within fifteen (15) days of receipt of the decision, and shall consist of a utilization of the grievance procedure at Step 3. In doing so, the Employee must allege with specificity the particular provision of the procedures which have been violated.

Suspension. When, in the judgment of the Employer, the actions of the Employee are such that they render his continued active employment undesirable or not in the best interests of the University, such Employee may be suspended with pay pending the termination date stated in the decision.

4. Hearing Officer. The hearing provided for in this Article may be conducted by a hearing officer to be appointed by the President from within or without the University, in lieu of the provost, dean or other specified official.

Part Five, Applicability

O. Applicability

1. The provisions of this Article shall become effective on January 1, 1974, except as otherwise specifically provided.

2. For faculty Employees whose appointments become or will become effective before January 1, 1974 the following provisions shall apply:

   a. Personnel who were tenured as of December 31, 1973 shall continue to hold tenured appointments, unless terminated in accordance with the provisions of this Agreement.

   b. The length of the probationary period of personnel not yet tenured shall not be affected by this Article, unless lengthened or shortened in accordance with the terms of this Article.

   c. Personnel who are in their final probationary year during the academic year 1973-74 shall have the option to elect whether they desire to be considered for an extended appointment or a tenured appointment. This election shall be in writing, and submitted to the Employer before March 1, 1974, and shall be conclusive as to that Employee. Those Employees who do not exercise the option shall be considered for tenured appointments.

d. Other personnel shall have the option to elect during their final probationary year whether they desire to be considered for an extended appointment or a tenured appointment. This election shall be in writing, and submitted with the application for tenure, and shall be conclusive as to that Employee. Those Employees who do not exercise the option shall be considered for extended appointments.

3. The provisions in Section H of this Article providing for the establishment and appointment of committees shall become effective on September 1, 1974.

4. The University may establish new titles and classifications, and designate tenurable and non-tenurable positions. In case a prospective appointee is to be appointed to a non-tenurable position, the prospective Employee shall be informed in writing of that fact prior to the appointment. A faculty Employee appointed to a non-tenurable position may be considered for an extended appointment upon completion of the probationary period; he may also compete for a tenurable position should such a position become available.

ARTICLE IX, GRIEVANCE PROCEDURE

A. Definition.

A grievance is an allegation by an Employee on his own behalf or the Union on its own behalf or on behalf of an Employee or Employees that the Employer has violated, misinterpreted or misapplied the express terms of this Agreement.

B. Procedures.

1. General. Employees are encouraged to work out grievances within their departments, divisions, administrative or program units, on an informal basis, without resort to the formal grievance procedure, whenever possible. If it is not possible to resolve the grievance informally, and the Employee desires to pursue the matter, the following procedures shall apply.

2. Requirements for Filing a Formal Grievance. A grievance must be submitted in writing and shall contain (1) a clear and concise statement of the facts concerning the grievance, (2) the specific provision of this Agreement alleged to have been violated, (3) the relief requested, and (4) whether the Employee attempted an informal adjustment of the grievance and if so, with whom. The Employee may request the assistance and representation of the Union in the grievance procedure.

Alternatively, the Employee may file a grievance and have his grievance heard without intervention of the Union, provided the Union is afforded an opportunity to be present at the conference(s) with the grievant in which case a copy of the grievance shall be furnished to the Union. Any adjustment made shall not be inconsistent with the terms of this Agreement.

A grievance must be filed within twenty (20) calendar days of the date following the alleged violation giving rise thereto, or the date on which the Employee first knew or reasonably should have known of such alleged violation, whichever date is later. There shall be no obligation by the Employer to consider any grievance not filed within the specified time limit and in accordance with the specific procedure stated in each step.

3. Formal Grievance Procedure.

Step 1. A grievance shall be filed at Step 1 with (a) the appropriate College Dean in the case of the University of Hawaii at Manoa (UHM); (b) Provost, in the case of Hilo College or the Community Colleges; or (c) such directors as may be designated by the Chancellors or Vice Presidents with respect to other administrative or program units. The Dean, Provost or Director shall schedule a review within ten (10) calendar days of the filing of the grievance. A response in writing shall be issued to the grievant within ten (10) calendar days after the close of the review.

Step 2. If the response at Step 1 does not resolve the grievance, the grievant may appeal the Step 1 response by filing an appeal with the Chancellor, appropriate Vice President, their successors in office or their respective designees within fifteen (15) calendar days after receipt of the Step 1 response. Such appeal shall be in writing and shall specify the reasons for the appeal together with a copy of the grievance submitted, the relief requested and the Step 1 response. The Chancellor or Vice President need not consider any grievance in Step 2 which encompasses different alleged violations or charges than those presented in Step 1. The Chancellor, Vice President, their successors in office, or their respective designees shall schedule a grievance review within ten (10) calendar days after receipt of the appeal and shall issue a decision in writing to the grievant within fifteen (15) calendar days after the close of the review.

Step 3. If the response at Step 2 does not resolve the grievance, the grievant may appeal the Step 2 response by filing an appeal with the President of the University or his designee within fifteen (15) calendar days after receipt of the Step 2 response. Such appeal shall be in writing and shall specify the reasons for the appeal together with a copy of the grievance, prior responses and appeals. The President need not consider any grievance in Step 3 which encompasses different alleged violations or charges than those presented in Step 2. The President or his designee shall schedule a grievance review within fifteen (15) calendar days after receipt of the appeal and shall render a response in writing to the grievant within twenty (20) calendar days after the close of the review.

Step 4. Arbitration. If the grievance has not been settled at Step 3, then within twenty-one (21) calendar days after the receipt of the written decision of the President or his designee, the Union may request arbitration by giving notice to that effect, by registered mail, directed to the President or his designee.

Representatives of the parties shall attempt to select an Arbitrator immediately thereafter.

If agreement on an Arbitrator is not reached within twenty-one (21) calendar days after the request for arbitration is submitted, either party may request the Hawaii Public Employment Relations Board to submit a list of five (5) Arbitrators. Selection of an Arbitrator shall be made by each party alternately deleting one (1) name at a time from the list. The first party to delete a name shall be determined by lot. The person whose name remains on the list shall be designated the Arbitrator.

No grievance may be arbitrated unless it involves an alleged violation of a specific term or provision of the Agreement. The Arbitrator shall not consider any new alleged violations or charges than those presented in Step 3.

If the Employer or its designee disputes the arbitrability of any grievance, the Arbitrator shall first determine whether he has jurisdiction to act; and if he finds that he has no such power, the grievance shall be referred back to the parties without decision or recommendation on its merits.

The Arbitrator shall render his award in writing, no later than thirty (30) calendar days after the conclusion of the hearings or if oral hearings are waived then thirty (30) calendar days from the date statements and proofs were submitted to the Arbitrator.

The decision of the Arbitrator shall be final and binding upon the Union, its members, the Employees involved in the grievance, and the Employer. There shall be no appeal from the Arbitrator's decision by either party, if such decision is within the scope of the Arbitrator's authority as described below:

(a) The Arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

(b) His power shall be limited to deciding whether the Employer has violated any of the terms of this Agreement, or whether the procedural steps provided by this Agreement have been followed, as the case may be.

(c) Where the provisions of this Agreement call for the exercise of judgment, the Arbitrator shall not substitute his judgment for that of the official making such judgment, but shall confine himself to a determination that the procedural steps specified by this Agreement have or have not been followed. If the Arbitrator determines that such specified procedural steps have not been followed, he shall direct that the matter be reconsidered by the appropriate official in accordance with such specified procedural steps.

The Arbitrator shall hold the hearing in Honolulu, unless otherwise agreed to by the parties. The fees of the Arbitrator, the cost of transcription and other necessary general costs, shall be shared equally by the Employer and the Union. Each party will pay the cost of presenting its own case and the cost of any transcript that it requests.

4. Time Limits.

All of the time limits contained in this Article may be extended by mutual agreement of the parties. Upon failure of the University or its representatives to provide a response within the time limits provided therein, the grievant may appeal to the next step.

ARTICLE X, HEALTH AND SAFETY

A. The Employer shall continue its policy of complying with applicable laws and regulations governing safe, healthy, and sanitary working conditions prescribed by the Department of Health, Department of Labor, or any other governmental body, including the applicable provisions of the Federal Occupational Safety and Health Act.

B. Employees are encouraged to work out apparent hazards within their departments, divisions, administrative or program units on an informal basis whenever possible.

C. In the event of a disagreement as to the existence of an unsafe condition, the appropriate governmental agency shall be called upon to render a decision on the matter. No Employee shall be required to perform his duties in laboratories or work places which shall have been judged by the appropriate governmental agency to be unfit for further use.

D. All safety equipment required by the Employer shall be furnished by the Employer at its expense, and such equipment shall be utilized by Employees in accordance with Employer's requirements. Safety equipment such as described above shall be replaced as needed by the Employer, provided, however, that any such equipment lost or otherwise abused by an Employee shall be replaced by the Employee responsible for the loss or damage.

E. No faculty Employee shall be required to operate a University vehicle which does not conform to State and County safety requirements.

ARTICLE XI, WORKLOAD

A. No Faculty Employee shall be replaced by the use of recordings of the Employee's classroom lectures or seminars in lieu of the Employee's services. Any recordings made with the Agreement of an Employee shall be used in accordance with the University of Hawaii Patent and Copyright Policy. An Employee may be entitled to royalties from patent and copyrights in accordance with this policy which was adopted

by the Board of Regents on August 14, 1968, and approved by the Governor of the State of Hawaii on November 12, 1968.

The parties recognize the complexity of functions in an institution of higher education such as the University of Hawaii, and recognize the right and responsibility of the Employer to make assignments to meet the diversity of needs.

Workload guidelines shall from time to time be set forth by a Provost, Chancellor or the System Administration of the University. Changes in such guidelines shall be subject to consultation with the Union.

ARTICLE XII, SERVICES

Part One, Credit Courses

A. Employees may, with the prior approval of the Employer, register for two (2) University or Community College courses per semester, up to a maximum of six (6) credits, exempt from the payment of tuition and fees, provided that the total for any regular academic year shall not exceed three (3) courses and ten (10) credits. A course may be taken during normal working hours provided it does not interfere with the normal operation of the Employer, is deemed by the Employer to be relevant to the Employee's duties, and provided that the Employee's normal University duties are carried out as usual. A course is deemed relevant if it is within an individual's discipline or is necessary to qualify for promotion or advancement. Employees may enroll only after the regular students have had an opportunity to register, and such enrollment shall place no undue or unusual burden on the instructor in the course.

B. Subject to the above, these provisions for tuition and fee exemption do not apply to individual instruction in such fields as music nor to Summer Session or College of Continuing Education credit or non-credit courses, except with special permission of the Dean of the Summer Session or the Dean of the College of Continuing Education, respectively.

Part Two, Travel Allowance

C. The Employer shall provide travel allowance in accordance with the Rules and Regulations governing Official Travel and Transportation Expenses as may be adopted, amended or otherwise modified by the Employer.

D. Faculty employees whose normal duties require them to travel within the State and who must file inter-island travel forms for monies expended shall be paid the allowable reimbursements, if less than one hundred dollars ($100) per trip, within thirty (30) days after filing the travel report (UH Form 4, DOF); provided, however, that in the event a grievance is filed alleging late payment, that the subsequent payment of the correct and allowable amount of reimbursement due shall constitute a complete satisfaction of the grievance; provided further that the failure of an employee to file his request for reimbursement in a timely manner, in accordance with the rules and regulations of the employer, as such rules and regulations may from time to time be amended, shall constitute a waiver of the thirty (30) days requirement of this paragraph.

Part Three, Parking

E. Parking will be provided in accordance with the Employer's rules and regulations, as from time to time may be amended. The Employer will give consideration to the matter of parking in future planning.

ARTICLE XIII, PERSONNEL FILES

A. An official personnel file shall be maintained in the University Faculty Records Office. For the Community Colleges and Hilo College, the official personnel file referred to in this Article shall be maintained at the respective college.

B. The Employee shall have the right to examine his official personnel file at any time during normal business hours, provided, however, any letters of recommendation solicited

in connection with his initial employment shall not be available to that Employee or his representative.

The Employer shall cooperate with any Employee in securing any information contained in the Employee's official personnel file that is relevant and necessary for the processing of any grievance involving matters or actions subject to the grievance procedure provided for in this Agreement.

The Union, having written authorization from the Employee concerned, and in the presence of a representative of the University, may examine the official personnel file of that Employee, except for the limitation provided above, if the examination relates to a filed grievance.

ARTICLE XIV, SABBATICAL AND STUDY LEAVES

Part One, Sabbatical Leave

For the purpose of improving professional services, the Employer shall, subject to the conditions set forth in this Article, grant sabbatical leaves of absence for a period not to exceed one(1) year under conditions set forth in this Article.

Employees must meet all of the following conditions to be eligible for sabbatical leave:

1. Have tenure.

2. Have six (6) years of continuous service initially (at least three of which shall be at ranks I-3, R-3, S-3, A-3, or higher) or an additional six (6) years of continuous service after return from a previous sabbatical leave. Periods of leave without pay shall not be counted in computing service years towards eligibility for sabbatical leave.

3. Hold ranks I-3, R-3, S-3, A-3 or higher at the Manoa and Hilo Campuses or are members of the faculty of the Community Colleges.

C. All requests for sabbatical leave must be in the hands of the President for submission to the Board of Regents at least six months (one academic semester for instructional staff) before the effective date of such leave.

D. The Employer shall, before approving a request for such leave, consider the following matters, and make a determination which shall be conclusive as to whether or not:

1. The purposes of the leave are mutually beneficial to the Employee and the Employer;

2. The nature, length and pertinency of professional educational course work, research, or other professional activity which the Employee plans to undertake during such leave are consistent with the requirements of the University;

3. The Employee's absence, including the effective dates thereof, will not adversely affect the operations of the University;

4. The Employee's work performance record and continuous length of service with the University qualifies for the leave;

5. Funds are available.

E. In the event a request for such leave is denied, the Employee may request and he shall be provided the reasons for denial in writing from the Employer in a timely fashion.

F. Sabbatical leave may be for a period of up to six (6) months at full pay or at half pay up to twelve (12) months at the Employee's salary as of the date such leave commences.

G. An Employee granted such leave may engage in other employment provided the purposes for which the leave was granted is met.

H. As a condition of such leave, an Employee shall enter into a contract with the Employer, a copy of which shall be furnished the Employee, and which shall contain the terms and plans of the leave and shall provide for the following:

1. The Employee shall agree to return to work immediately upon termination of such leave. If the Employee fails to report for work upon termination of such leave, he

shall be considered to have resigned and shall refund all monies received while on such leave.

2. Upon return from such leave, the Employee shall agree to work for a period of one (1) year. If the Employee fails to do so, he shall refund all monies received from the Employer while on such leave.

I. The Employee shall be guaranteed a return to the same or an equivalent position at the same campus at the expiration of such leave. An Employee on sabbatical leave shall participate in any salary adjustments which would have been applicable had the Employee not taken sabbatical leave.

J. The Employee shall not accrue any vacation or sick leave credits during the period of such leave.

K. Upon returning from a sabbatical leave, the Employee shall submit within two (2) months a written report to the Employer of the activities undertaken and benefits gained during such leave.

Part Two, Study Leave

L. Study leaves of three months with full pay or six months at half pay may be granted to full-time faculty and staff members classified as R-2, S-2, or A-2 exclusively at the end of five years' service with the provision that such leaves will be utilized in graduate study toward an advanced degree. Subject to the same provisions, at the completion of three years' service, persons classified as R-2 may be granted study leaves for a semester at half pay, or for a year at quarter salary. Members of the faculty who have served a minimum of five years as junior researchers or assistant county agents or junior specialists without taking a study leave may upon promotion to their next higher corresponding rank apply this time either to a study leave of three months or as three years' credit toward a sabbatical leave. If a study leave is taken after promotion, no time served in the lower rank can be used to apply toward a future sabbatical leave. Also, the time actually spent on study leave cannot be applied toward a sabbatical leave.

M. Study leaves are granted on the following conditions: (1) no additional positions will be necessary and the work

of the department or unit will be done satisfactorily; (2) those asking for leaves will submit a project (as in the case of a sabbatical leave) for presentation to and approval by the Board of Regents; (3) those given leaves must agree to return to the University of Hawaii for at least one year thereafter; (4) their salaries, at the time they submit their requests for leaves, are funded from the general revenue of the State.

N. In order to give calendar year Faculty Employees an opportunity to attend professional meetings, visit research centers, or observe field practices while away from the State on vacation leave, the Board of Regents may grant leaves of absence with pay for the period actually devoted to these activities, without any additional costs to the Employer in the nature of travel allowances, beyond the normal salary entitlement during the leave with pay.

ARTICLE XV, SICK LEAVE

A. Earning of Sick Leave.

1. Calendar Year Employees whose salaries are derived entirely from the general revenues of the State of Hawaii are eligible to earn sick leave at the rate of one and three quarters (1 3/4) working days for each month (19 working days minimum) of service.

2. Employees working less than nineteen (19) days in a calendar month shall earn sick leave in accordance with the table of earnings shown below:

Actual Days of Service	Working Days of Leave
For 1 to 3	0
For 4 to 6	1/2
For 7 to 9	3/4
For 10 to 12	1
For 13 to 15	1 1/4
For 16 to 18	1 1/2
For 19 or more	1 3/4

3. Individuals who are employed on a temporary, contractual, or substitute basis while on vacation from another position in the State government or any political subdivision of the State shall not earn sick leave allowance for such employment.

4. Except as hereinafter otherwise provided, sick leave allowance shall accrue to an Employee while he is on leave with pay. No sick leave allowance shall accrue:

   a. During the period of any vacation leave or sick leave granted when the employment terminates or is to terminate at the end of such leave;

   b. During the period the Employee is on leave without pay except for the period he is on leave for disability and is being paid workmen's compensation therefor;

   c. During any period of valid suspension which is sustained in the event an appeal is made by the Employee;

   d. During any period of unauthorized leave; or

   e. During any period the Employee is on sabbatical leave or study leave.

5. For purposes of computation, academic year Employees shall accrue sick leave during the nine-month period commencing September 1 of each academic year at the same rate of accrual per month as for calendar year Employees.

Accumulation of Sick Leave

1. An Employee may accumulate the sick leave he earns. The unused sick leave accumulated shall be credited to the Employee's account for subsequent use in the event of a sickness.

2. Such unused sick leave may be accumulated without limitation and sick leave shall be administered on a calendar year basis and recorded at the end of each calendar year.

3. Upon termination of services an Employee shall forfeit all sick leave allowance accrued and accumulated to the date of such termination as to all personnel covered by this Article.

4. Employees who are transferred or recruited from other State agencies without a break in service shall retain their accumulated sick leave when they join the University of Hawaii.

C. Notification of Sickness. Notification of absence on account of sickness shall be given as soon as possible on the first day of absence or if impracticable as soon thereafter as circumstances permit. If, such notification has not been given in accordance with this section, such absence may, in the discretion of the Employer, be charged to vacation allowance or leave without pay.

D. Application for Sick Leave.

1. Application for sick leave shall be filed on a form prescribed by the Employer or his designee, within five (5) working days after return to duty; provided that in the event such Employee dies before that time or before returning to duty, his executor or administrator or his Employer if he deems it proper may file such application within six months after his death. If there is doubt as to the reason for the Employee's absences, the Employer may require substantiation of the Employee's illness before sick leave is granted.

2. For absences of five (5) or more consecutive working days the Employer shall require the Employee to submit a licensed physician's certificate to substantiate the fact that the period of absence was due entirely to sickness and that the Employee is physically and/or mentally able to resume the duties of his position. If there is doubt as to the Employee's condition, the Employer may require the Employee to be examined by a physician of the State Employer's choice provided the Employer assumes the cost of the physician's services.

3. No sick leave of less than one (1) hour may be granted.

4. Upon application by the Employee, sick leave when granted may include all sick leave allowance as of the last full month of service immediately preceding the commencement of the sick leave, or as much thereof as is needed, to permit the Employee to recover from his sickness.

E. Sick Leave Charged Only for Working Days. Employees absent from work on account of sickness shall have charged against their sick leave allowance only Employer scheduled working days which occur during such absence, provided the number of working days charged shall not exceed five (5) full days in any given week.

F. Additional Sick Leave With Pay. Additional sick leave with pay, in excess of that which the Employee is entitled to, may be granted with the written approval of the Employer, provided, that due consideration shall be given to the length of service of the particular Employee requesting the leave.

G. Credit for Sick Leave During Vacation. When sickness lasting more than five (5) consecutive working days occurs during vacation, the period of sickness may, upon proof of such sickness satisfactory to the Employer, be charged as sick leave, and the charge against vacation allowance be reduced accordingly.

Application for such substitution of sick leave for vacation shall be made within three (3) working days after the expiration of the vacation during which the sickness occurred.

H. Sick leave shall be allowed for medical, dental, optical, and optometrical examination appointments which the Employee cannot schedule for non-work time.

I. Physical examinations required by the Employer shall not be charged against an Employee's sick leave.

J. Personnel specifically appointed under federal research and training grants and contracts and other extramural sources of funds have sick leave comparable to other personnel. However, if the extramural contract is not renewed, the unused sick leave credit shall be void. Sick leave will not be granted for any period extending beyond the expiration date of the contract or grant that

provides the funds from which the Employee is paid.

K. Sick leave shall be allowed for temporary disabilities caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, upon certification by the Faculty Employee's physician as to the cause and duration of the disability, provided the Employee is on pay status at the commencement of the disability. If the absence caused by the disability exceeds the sick leave credit accumulated by the Employee, the Employee may apply for vacation leave up to the extent of the accumulated vacation leave credit, or be placed on leave without pay for the duration of the balance of the absence. The Employee may also apply for vacation leave or leave without pay for a period in excess of the period of certified disability, provided the total period of absence shall not exceed twelve months; the Employee, in making such application for extended leave, and the Employer, in considering the approval thereof, shall take into consideration the requirements of the academic calendar, such as the academic semester, where applicable.

L. Sick leave shall not be allowed for disabilities directly or indirectly due to (1) use of stimulants, drugs or narcotics, (2) unlawful acts, or (3) willful intent of the Employee to injure himself or another.

M. Effective January 1, 1974, all Employees shall accumulate sick leave credit in accordance with the provisions of this Article. All Employees who have accumulated sick leave credit under a sick leave plan in existence prior to January 1, 1974, shall retain the credit already accumulated or to be accumulated through December 31, 1973.

MEMORANDUM OF AGREEMENT

Subject: Accumulated Sick Leave Credit

This Memorandum of Agreement supplements the provisions of Article XV, on the subject of Sick Leave.

Faculty Employees who, as of the effective date of this Agreement, have not been eligible to accumulate sick leave credit shall be credited with sick leave in accordance with the following:

A. Five (5) days of sick leave credit per year will be given for each full calendar year (excluding the summer period) of continuous service up to December 31, 1973, up to a maximum of fifteen (15) years.

B. Only personnel who were paid on the basis of a least 50% for the entire calendar year (excluding the summer period) will receive credit for the particular calendar year.

C. Only service performed under faculty "instructional" classifications will be counted for prior credit.

D. The computations will be made and furnished to the various departments, divisions, and programs. Individual faculty members will have thirty (30) days within which to file any challenges. If no challenge is filed within the thirty (30) days, the computation will be considered to be correct.

E. Credit balances as of December 31, 1973 maintained for community college instructional personnel will be entered into the sick leave accounting system.

F. All sick leave balances entered into the sick leave accounting system will be administered in accordance with Article XV, Sick Leave.

ARTICLE XVI, VACATION LEAVE

A. Earning of Vacation Leave.

1. Calendar year Employees whose salaries are derived entirely from the general revenues of the State of Hawaii are eligible to earn vacation leave at the rate of one and three quarters (1-3/4) working days for each month (19 working days minimum) of service.

2. Employees working less than nineteen (19) days in a month shall have their vacation allowance for such month computed as follows:

Actual Days of Service	Working Days of Leave
For 1 to 3	0
For 4 to 6	1/2
For 7 to 9	3/4
For 10 to 12	1
For 13 to 15	1 1/4
For 16 to 18	1 1/2
For 19 or more	1 3/4

3. Individuals who are employed on a temporary, contractual or substitute basis while on vacation from another position in the State government or any political subdivision of the State shall not earn vacation allowance for such employment.

4. Vacation allowance shall accrue to an Employee while he is on leave with pay unless specifically prohibited by this Agreement.

5. No vacation allowance shall accrue:

   a. During the period of any vacation leave or sick leave granted when the employment terminates or is to terminate at the end of such leave.

   b. During the period the Employee is on leave without pay, except for the period he is on leave for disability and is being paid workmen's compensation therefor.

c. During any period of valid suspension which is sustained in the event an appeal is made by the Employee.

d. During any period of unauthorized leave.

e. During any period the Employee is on sabbatical leave or study leave.

B. Accumulation of Vacation Leave.

1. An Employee may accumulate up to twenty-one (21) days of vacation leave per calendar year until he accumulates his first forty-two (42) days. Subsequently an Employee may accumulate not more than fifteen (15) days of vacation leave per calendar year, even if his total accumulated days fall below forty-two (42) days. However, vacation leave in excess of fifteen (15) days per year may be accumulated for good cause when a request for such accumulation is approved by the Employer provided such request shall be accompanied by a stipulation that the Employee shall take such excess vacation days at a specified time. If the Employee fails to take this vacation at the time stipulated, he shall forfeit the excess accumulation of vacation leave unless for good reason an extension of time is granted by the Employer.

2. Vacation leave shall be administered on a calendar year basis and recorded at the end of each calendar year.

3. Any Employee who is entitled to an annual vacation may accumulate for the succeeding year or years such unused portion of his vacation allowance as is permitted above, provided that the total accumulation shall not exceed ninety (90) working days at the end of the calendar year. If any recorded accumulation of vacation allowance at the end of any calendar year shall exceed ninety (90) working days, the Employee shall automatically forfeit the unused vacation allowance which is in excess of the allowable ninety (90) working days.

4. Nothing in this Article contained shall be construed to prohibit the taking or to require the forfeiture, of any vacation which is validly granted and the taking

of which is commenced prior to the last working day of any calendar year, notwithstanding that the recording of the current accrued vacation allowance for such year on the last day thereof might result in an accumulation of more than ninety (90) working days including the working days of the vacation so granted and then being taken, but the period of such vacation shall be regarded for all purposes as if the same had been entirely taken prior to the last day of such calendar year.

5. Nothing in this Article contained shall be construed to prohibit the lawful payment of pay in lieu of vacation at the request of the Employee upon termination of employment with the University. In the event of reemployment with the University, such payment shall constitute a break in service; provided that the Employee is informed in writing of this condition, if the Employee submits an application for payment which also indicates potential reemployment with the University.

C. Taking Vacation Leave Granted

1. When a vacation is requested on a form prescribed by the Employer, it shall be granted and taken at such time or times as the Employer may designate; provided, that it shall be as close to the requested period as conditions in the unit will permit, and so as to prevent any forfeiture of vacation allowance.

2. When a vacation is granted, it may include, in accordance with law and at the request of the Employee, all vacation allowance accrued up to the end of his last full month of service immediately preceding the commencement of the vacation.

3. No vacation leave of less than one (1) hour may be granted. However, when payment in lieu of vacation is legally permissible, or when the Employee's service will not continue at the expiration of the vacation, such payment may include a prorated amount for any fraction of a working day of vacation allowance to which the Employee is entitled.

D. Vacation Charged Only for Working Days.

Employees on vacation shall have charged against their vacation allowance only scheduled working days which occur during the period of the Employees' vacations.

E. Emergency Advanced Vacation.

Emergency advanced vacation shall be granted only where an Employee has exhausted all earned vacation allowance and is detained out of the State of Hawaii for a cause which he establishes to the satisfaction of the Employer to be out of his control. An Employee so detained shall immediately communicate with the Employer and request such advance vacation and, if the same is granted, it shall be considered as taken with the express understanding that if such leave is not later earned during the term of employment, the unearned portion of the vacation pay so advanced will be repaid, on demand of the Employer, by the Employee or his executors and administrators out of his estate, if he is deceased, or deductions may be made for such unearned portion from any salary due the Employee, or from any monies in the annuity savings fund of the Employees' Retirement System of the Employer to the credit of the Employee.

F. Effect of Transfer to Position In Which Vacation Allowance Is Not Earnable.

When an Employee is transferred from or otherwise relinquishes one position in which vacation allowance may be earned, and accepts employment in another position in the service of the Employer in which vacation allowance may not be earned, he may be deemed, for purposes of receiving pay in lieu of vacation, to have terminated his services.

But in the event that he is not eligible under the circumstances to receive pay in lieu of vacation, the acceptance of such new employment shall not of itself have the effect of forfeiting any vacation allowance to which he is then entitled. Pay for lapsed vacation in excess of the maximum allowed may be granted only as permitted by law.

G. Pay for Vacation Allowance Upon Termination.

1. Whenever a termination of services takes place, the Employee is to be paid, in accordance with law, for his vacation allowance either in a lump sum or in the normal manner.

2. When payment in a lump sum is made, the sum payable for vacation allowance shall be equal to the amount of compensation to which the Employee would be entitled or which he would be allowed during the vacation period if he were permitted to take his vacation in the normal manner. A fraction of a day of vacation credit shall not serve to extend the period of an Employee's vacation, but the Employee shall be paid, for such fractional credit, an amount equivalent to the said fraction of a day's pay.

3. However, if the Employee is immediately rehired by the Employer and will continue to earn vacation allowance, such a payment shall not be made.

4. An Employee who, pursuant to the U.S. Universal Military Service and Training Act or other Federal statute is called or ordered and reports either voluntarily or involuntarily for active military

duty with a branch of the U. S. Armed Forces shall be deemed to have terminated his services for the purposes of this Article. The Employee's choice of lump sum payment for his vacation allowance will not of itself cause the forfeiture of his unused sick leave credits.

H. Academic year Employees do not earn vacation credit. The academic year during which the nine-month academic year Employee is officially on duty on each campus shall be the nine-month period beginning with the day the academic year Employee is required to report for duty, which shall be at least one week, but not more than two weeks before the first day of instruction in the fall semester. Eleven (11) month academic year Employees are on duty for eleven (11) months, and off-duty for a total of one month at times agreed to by the Employer. If, because of the requirements of the Employer, an eleven (11) month academic year Employee is not able to be released from duty for a total of one month during any one year period which commences on September 1, he may defer and carry over to the immediately subsequent year a maximum of two weeks off-duty time, for a total off-duty period of six weeks in that following year.

I. Calendar year personnel specifically appointed under federal research and training grants and contracts, and other extramural sources of funds, have vacation leave comparable to other calendar year personnel. However, approval to carry over vacation credit beyond anniversary date of the contract will require recommendation of the principal investigator, who will certify that this action is in the best interest of his project and that funds are available to cover the accumulated vacation. Vacation leave will not be granted for any period extending beyond the expiration date of the contract or grant that provides the funds from which the Employee is paid.

ARTICLE XVII, WITNESS AND JURY DUTY

An Employee covered by the terms of this Agreement, if summoned to serve as a witness or juror in any judicial proceedings except those which may involve or arise out of the Employee's outside employment or his personal business or private affairs shall, if he serves be entitled to leave of absence with pay, provided, however, that the Employer's operational requirement can permit such leaves.

ARTICLE XVIII, FUNERAL LEAVE

A. Employees covered by this Agreement shall be allowed three (3) days of funeral leave with pay for the purpose of attending or arranging for the funeral. Funeral leave shall be granted on such days as designated by the Employee provided they fall within a reasonable period of time after a death in the immediate family.

B. For the purpose of this Article, immediate family shall include the spouse, children, parents, siblings, fathers-in-law, mothers-in-law.

C. If the death or funeral occurs outside the State of Hawaii, the Employee shall be granted, upon request a reasonable number of additional days of accumulated vacation leave or leave without pay for travel to attend the funeral or to make necessary arrangements for the funeral.

ARTICLE XIX, LEAVE WITHOUT PAY

A. Faculty Employees may be granted leaves without pay for compelling personal reasons, or other reasons, deemed appropriate by the Employer. Leaves without pay, if granted, shall be for definite periods of time, up to one year. The initial leave may be extended by the Employer for an additional period up to one year. The granting of such leaves, and any extensions thereof, shall be considered on the merits of each individual case.

B. Faculty Employees may be granted leaves without pay for professional improvement for definite periods of time, up to one year. The initial leave may be extended by the Employer for an additional period up to one year.

1. Requests for professional improvement leave shall be processed in a manner similar to requests for sabbatical leave.

2. The Employer, before approving such leave, shall consider and make a determination which shall be conclusive with respect to the factors set forth in subparagraphs D-1, D-2, and D-3 in Article XIV, Sabbatical and Study Leaves.

C. In the event a general salary adjustment should become effective for Employees in the bargaining unit while the Employee is on leave without pay, he shall participate in such general salary adjustment upon his return to service with the University.

ARTICLE XX, UNION RIGHTS

Part One, Union Membership and Activity

A. The Employer shall not discriminate against any Employee because of membership or lawful activity in the Union.

Part Two, Use of Employer Facilities

B. The Union may use the Employer's meeting facilities for Union meetings upon request to the Employer and subject to the Employer's policies and procedures as may from time to time be modified, or otherwise amended by the Employer.

C. The Employer shall designate space at which bulletin boards may be erected exclusively for the posting of official Union notices. All such postings shall be made by or at the direction and over the signature of a designated unit official of the Union, who shall furnish copies of all postings to a designated Employer official prior to the

time of posting for the Employer's records. The parties shall not permit any postings on such bulletin boards of an illegal or prohibited nature or any material derogatory to or in any other way reflecting upon the Employer or its Employees. No strike notices may be posted.

D. The Union shall be permitted to use the University mail services for the purposes of intra-campus distribution. The use of such services, however, shall be subject to the Employer's policies and procedures as may from time to time be modified or otherwise amended by the Employer.

Part Three, Information and Data

E. The Board shall make available to the Union, upon its request and within a reasonable time thereafter, such statistics and financial information in the possession of the Board, as are necessary for negotiation and implementation of this Agreement. It is understood that this shall not be construed to require the University to compile information and statistics in the form requested which are not already compiled in that form, unless mutually agreeable.

Part Four, Payroll Deduction and Lists

F. Union dues, service fees, and other Employer authorized deductions shall be collected twice a month and transmitted to the Union not later than the 15th day of the following month by check drawn to the order of the Union. Upon the issue of such check and transmission of same to the Union, all responsibility on the part of the Employer shall cease with respect to any amount so deducted. The Employer shall not be bound in any manner to see to the application of the proceeds of any such check, nor to investigate the authority of any designated officer of said Union to sign any request, to accept any such check, or to collect the same. The Union hereby undertakes to indemnify and hold blameless the Employer from any claim that may be made upon it for or on account of any such deduction from the wages of any Employee.

G. The Employer shall provide the Union upon request, within 15 calendar days after October 31 and March 31 of each regular academic semester, a list showing the names of all Employees in the bargaining unit and their classification titles.

Part Five, Union Staff

H. Duly certified Union staff members shall be permitted on the Employer's premises at all reasonable hours for the purpose of investigating complaints and grievances that have arisen and to ascertain whether or not the Agreement is being properly administered. The Employer may require notification on the part of the Union staff member prior to such visits for the purposes of making arrangements for the time and place of such visitation. The Union agrees that such visitation rights shall be exercised reasonably and shall not interfere with the normal operations of the University.

I. The Union shall provide the Employer with a list of duly certified Union representatives and maintain that list's currency.

Part Six, Unit Representatives

J. The Union may appoint Unit Representatives from among the Employees of the various departments, divisions and program units, whose function shall be to investigate complaints, handle grievances, and assure that the Agreement is being properly administered in their respective departments, divisions and program units at their locations of employment. Such activity shall be permitted without loss of pay or benefits, provided that ~~it does not~~ interfere with the normal operations of the University.

K. The appointment of Unit Representatives is the function of the Union. The Union shall provide the Employer with a list of duly certified Unit Representatives and maintain its currency.

L. The sufficiency of Unit Representatives coverage provided by the Union shall be subject to consultation between the Union and the Employer to insure adequate coverage for the various localities.

ARTICLE XXI, REDUCTION IN FORCE

Faculty Employees who lose their tenured positions due to a reduction in force shall be placed on a preferential rehiring list, on the basis of their total years of service with the University, for a period of one year. Such Employees shall be given first preference for any authorized vacancy in the bargaining unit for which they qualify.

ARTICLE XXII, SALARIES

A. Salary Schedules.

Subject to the approval of the Legislature of the State of Hawaii, University of Hawaii Salary Schedule A, Manoa and Hilo Campuses, and Salary Schedule C, Community Colleges (which were approved by the Board of Regents on June 10, 1970 and modified on July 14, 1972, and which were in effect on the date of this Agreement) shall be adjusted in the manner set forth below and in accordance with the salary schedules attached hereto.

1. Salary Schedule A-1 and Salary Schedule C-1 shall become effective on September 1, 1973.

   a. Except as provided below, all eligible Faculty Employees whose salaries are paid on the basis of a particular range and step of Salary Schedules A and C shall be placed on the corresponding range and step of the new Salary Schedules A-1 and C-2, respectively, upon the effective date provided above.

Faculty Employees whose salaries are off-step or over range shall have their salaries increased at the annual rate of $288 for 9-month personnel and $336 for 11-month personnel.

b. Faculty Employees whose salaries are funded from sources other than the general revenues of the State of Hawaii shall be placed on the corresponding range and step of the new salary schedules upon the effective date provided that the particular contract, grant, special or other fund or account has funds available to pay for the increase, and the utilization of the funds for that purpose does not violate the terms of the particular contract, grant, special or other fund. If funds are not available to provide the increases on the effective date specified above, then the increases shall be implemented when funds become available. If there is a dispute between an Employee and an administrative official as to whether funds are available, the dispute shall be referred to the Vice President for Business Affairs for resolution.

2. Salary Schedule A-2 and Salary Schedule C-2 shall become effective on March 1, 1974.

a. Except as provided below, all eligible Faculty Employees paid on the basis of Salary Schedules A-1 and C-1, as of February 28, 1974, shall be paid on the basis of the corresponding range and step on Salary Schedules A-2 and C-2 respectively, effective March 1, 1974. Faculty Employees whose salaries are off-step or over range shall have their salaries increased at the annual rate of $324 for 9-month personnel and $408 for 11-month personnel.

b. The provisions of subsection 1-b above shall apply to Faculty Employees whose salaries are funded from sources other than the general revenues of the State of Hawaii.

3. Salary Schedule A-3 and Salary Schedule C-3 shall become effective on September 1, 1974.

a. Except as provided below, all eligible Faculty Employees paid on the basis of Salary Schedules A-2 and C-2, as of August 31, 1974, shall be paid on the basis of the corresponding range and step on Salary Schedules A-3 and C-3 respectively, effective September 1, 1974. Faculty Employees whose salaries are off-step or over range shall have their salaries increased at the annual rate of $372 for 9-month personnel and $456 for 11-month personnel.

b. The provisions of subsection 1-b above shall apply to Faculty Employees whose salaries are funded from sources other than the general revenues of the State of Hawaii.

4. Salary Schedule A-4 and Salary Schedule C-4 shall become effective on March 1, 1975.

a. Except as provided below, all eligible Faculty Employees paid on the basis of Salary Schedules A-3 and C-3, as of February 28, 1975, shall be paid on the basis of the corresponding range and step on Salary Schedules A-4 and C-4 respectively, effective March 1, 1975. Faculty Employees whose salaries are off-step or over range shall have their salaries increased at the annual rate of $420 for 9-month personnel and $516 for 11-month personnel.

b. The provisions of subsection 1-b above shall apply to Faculty Employees whose salaries are funded from sources other than the general revenues of the State of Hawaii.

B. Promotion and Range Advancement.

1. When a Faculty Employee is promoted or given a range advancement, he will, according to whichever resultant salary is higher, either be placed on the first step of the next higher rank or range, or on that step of the next higher rank or range which corresponds in salary amount to the step he holds plus one increment.

C. Increments.

Faculty Employees shall receive salary increments in accordance with the following provisions:

1. Personnel paid on the basis of the salary schedules in the "A" series shall receive an increment by being placed on the next higher step on September 1, 1974 after

   a. at least one academic semester, or eight full months of service immediately prior to September 1, 1974 in steps 1 through 7, or

   b. two full years of service in steps 8, A, B, C.

2. Personnel paid on the basis of the salary schedules in the "C" series shall receive an increment by being placed on the next higher step on September 1, 1974 after at least one academic semester, or eight full months of service immediately prior to September 1, 1974.

3. In no case may an individual rated as unsatisfactory receive a salary increment.

4. Annual increments will not be given except as provided above.

Law School, Medical School.

The Board of Regents may effectuate other salary arrangements for the faculty of the School of Law and the faculty with professional degrees in the clinical disciplines in the School of Medicine.

MORANDUM OF AGREEMENT

This memorandum supplements Paragraph C, Increments, of Article XXII, Salaries.

Personnel who otherwise would have been eligible to receive an annual increment on July 1, 1974 and who, if on Steps 8, A, B, or C of Salary Schedule A did not receive an increment on July 1, 1973, shall receive a payment of $100 if they are on continuing pay status on September 1, 1974.

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE A-1

MANOA AND HILO CAMPUSES
Group I - 9-Month Instructional Personnel
(September 1, 1973 - February 28, 1974)

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	7,884	9,888	12,912	16,896
2	8,184	10,272	13,416	17,556
3	8,496	10,668	13,944	18,252
4	8,820	11,088	14,496	18,972
5	9,156	11,520	15,060	19,716
6	9,516	11,964	15,648	20,496
7	9,888	12,432	16,260	21,300
8	10,272	12,912	16,896	22,140
A	10,668	13,416	17,556	23,016
B	11,088	13,944	18,252	23,928
C	11,520	14,496	18,972	24,876
D	11,964	15,060	19,716	25,860

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE A-1

MANOA AND HILO CAMPUSES
Group II - 11 Month Instructional, Research, and Specialist Personnel
(September 1, 1973 - February 28, 1974)

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	9,204	11,568	15,108	19,764
2	9,564	12,012	15,696	20,544
3	9,936	12,480	16,308	21,348
4	10,320	12,960	16,944	22,188
5	10,716	13,464	17,604	23,064
6	11,136	13,992	18,300	23,976
7	11,568	14,544	19,020	24,924
8	12,012	15,108	19,764	25,908
A	12,480	15,696	20,544	26,928
B	12,960	16,308	21,348	27,996
C	13,464	16,944	22,188	29,100
D	13,992	17,604	23,064	30,252

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE A-1

MANOA AND HILO CAMPUSES
Group III - 11-Month County Extension Agents
and County Home Economists
(September 1, 1973 - February 28, 1974)

Step	1 Assistant in Extension*	2 Assistant Agent or Home Economist	3 Associate Agent or Home Economist	4 Agent or Home Economist
1		7,932	9,936	12,012
2		8,232	10,320	12,480
3		8,544	10,716	12,960
4		8,868	11,136	13,464
5		9,204	11,568	13,992
6		9,564	12,012	14,544
7		9,936	12,480	15,108
8		10,320	12,960	15,696
A		10,716	13,464	16,308
B		11,136	13,992	16,944
C		11,568	14,544	17,604
D		12,012	15,108	18,300

3.

* This classification and rank no longer used.

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE C-1

COMMUNITY COLLEGES
Group I - 9-Month Instructional Personnel
(September 1, 1973 - February 28, 1974)

Step	Range I	Range II	Range III	Range IV	Range V
1	7,884	8,496	9,156	9,888	10,668
2	8,184	8,820	9,516	10,272	11,088
3	8,496	9,156	9,888	10,668	11,520
4	8,820	9,516	10,272	11,088	11,964
5	9,156	9,888	10,668	11,520	12,432
6	9,516	10,272	11,088	11,964	12,912
7	9,888	10,668	11,520	12,432	13,416
8	10,272	11,088	11,964	12,912	13,944
9	10,668	11,520	12,432	13,416	14,496
10	11,088	11,964	12,912	13,944	15,060
11	11,520	12,432	13,416	14,496	15,648
12	11,964	12,912	13,944	15,060	16,260
13	12,432	13,416	14,496	15,648	16,896
14	12,912	13,944	15,060	16,260	17,556
15	13,416	14,496	15,648	16,896	18,252

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE C-1

COMMUNITY COLLEGES
Group II - 11-Month Instructional Personnel
(September 1, 1973 - February 28, 1974)

Step	Range I	Range II	Range III	Range IV	Range V
1	9,204	9,936	10,716	11,568	12,480
2.	9,564	10,320	11,136	12,012	12,960
3	9,936	10,716	11,568	12,480	13,464
4	10,320	11,136	12,012	12,960	13,992
5	10,716	11,568	12,480	13,464	14,544
6	11,136	12,012	12,960	13,992	15,108
7	11,568	12,480	13,464	14,544	15,696
8	12,012	12,960	13,992	15,108	16,308
9	12,480	13,464	14,544	15,696	16,944
10	12,960	13,992	15,108	16,308	17,604
11	13,464	14,544	15,696	16,944	18,300
12	13,992	15,108	16,308	17,604	19,020
13	14,544	15,696	16,944	18,300	19,764
14	15,108	16,308	17,604	19,020	20,544
15	15,696	16,944	18,300	19,764	21,348

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE A-2

MANOA AND HILO CAMPUSES
Group I - 9-Month Instructional Personnel
(March 1, 1974 - August 31, 1974)

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	8,208	10,212	13,236	17,220
2	8,508	10,596	13,740	17,880
3	8,820	10,992	14,268	18,576
4	9,144	11,412	14,820	19,296
5	9,480	11,844	15,384	20,040
6	9,840	12,288	15,972	20,820
7	10,212	12,756	16,584	21,624
8	10,596	13,236	17,220	22,464
A	10,992	13,740	17,880	23,340
B	11,412	14,268	18,576	24,252
C	11,844	14,820	19,296	25,200
D	12,288	15,384	20,040	26,184

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE A-2

MANOA AND HILO CAMPUSES

Group II - 11-Month Instructional, Research, and Specialist Personnel
(March 1, 1974 - August 31, 1974)

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	9,612	11,976	15,516	20,172
2	9,972	12,420	16,104	20,952
3	10,344	12,888	16,716	21,756
4	10,728	13,368	17,352	22,596
5	11,124	13,872	18,012	23,472
6	11,544	14,400	18,708	24,384
7	11,976	14,952	19,428	25,332
8	12,420	15,516	20,172	26,316
A	12,888	16,104	20,952	27,336
B	13,368	16,716	21,756	28,404
C	13,872	17,352	22,596	29,508
D	14,400	18,012	23,472	30,660

I.

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE A-2

MANOA AND HILO CAMPUSES

GROUP III - 11-Month County Extension Agents
and County Home Economists
(March 1, 1974 - August 31, 1974)

Step	1 Assistant in Extension*	2 Assistant Agent or Home Economist	3 Associate Agent or Home Economist	4 Agent or Home Economist
1		8,340	10,344	12,420
2		8,640	10,728	12,888
3		8,952	11,124	13,368
4		9,276	11,544	13,872
5		9,612	11,976	14,400
6		9,972	12,420	14,952
7		10,344	12,888	15,516
8		10,728	13,368	16,104
A		11,124	13,872	16,716
B		11,544	14,400	17,352
C		11,976	14,952	18,012
D		12,420	15,516	18,708

rs

* This classification and rank no longer used.

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE C-2

COMMUNITY COLLEGES
Group I - 9-Month Instructional Personnel
(March 1, 1974 - August 31, 1974)

Step	Range I	Range II	Range III	Range IV	Range V
1	8,208	8,820	9,480	10,212	10,992
2	8,508	9,144	9,840	10,596	11,412
3	8,820	9,480	10,212	10,992	11,844
4	9,144	9,840	10,596	11,412	12,288
5	9,480	10,212	10,992	11,844	12,756
6	9,840	10,596	11,412	12,288	13,236
7	10,212	10,992	11,844	12,756	13,740
8	10,596	11,412	12,288	13,236	14,268
9	10,992	11,844	12,756	13,740	14,820
10	11,412	12,288	13,236	14,268	15,384
11	11,844	12,756	13,740	14,820	15,972
12	12,288	13,236	14,268	15,384	16,584
13	12,756	13,740	14,820	15,972	17,220
14	13,236	14,268	15,384	16,584	17,880
15	13,740	14,820	15,972	17,220	18,576

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHDULE C-2

COMMUNITY COLLEGES
Group II - 11-Month Instructional Personnel
(March 1, 1974 - August 31, 1974)

Step	Range I	Range II	Range III	Range IV	Range V
1	9,612	10,344	11,124	11,976	12,888
2	9,972	10,728	11,544	12,420	13,368
3	10,344	11,124	11,976	12,888	13,872
4	10,728	11,544	12,420	13,368	14,400
5	11,124	11,976	12,888	13,872	14,952
6	11,544	12,420	13,368	14,400	15,516
7	11,976	12,888	13,872	14,952	16,104
8	12,420	13,368	14,400	15,516	16,716
9	12,888	13,872	14,952	16,104	17,352
10	13,368	14,400	15,516	16,716	18,012
11	13,872	14,952	16,104	17,352	18,708
12	14,400	15,516	16,716	18,012	19,428
13	14,952	16,104	17,352	18,708	20,172
14	15,516	16,716	18,012	19,428	20,952
15	16,104	17,352	18,708	20,172	21,756

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE A-3

MANOA AND HILO CAMPUSES

Group I - 9-Month Instructional Personnel
(September 1, 1974 - February 28, 1975)

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	8,580	10,584	13,603	17,592
2	8,880	10,968	14,112	18,252
3	9,192	11,364	14,640	18,948
4	9,516	11,784	15,192	19,668
5	9,852	12,216	15,756	20,412
6	10,212	12,660	16,344	21,192
7	10,584	13,128	16,956	21,996
8	10,968	13,608	17,592	22,836
A	11,364	14,112	18,252	23,712
B	11,784	14,640	18,948	24,624
C	12,216	15,192	19,668	25,572
D	12,660	15,756	20,412	26,556

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE A-3

MANOA AND HILO CAMPUSES

Group II - 11-Month Instructional, Research, and Specialist Personnel
(September 1, 1974 - February 28, 1975)

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	10,068	12,432	15,972	20,628
2	10,428	12,876	16,560	21,408
3	10,800	13,344	17,172	22,212
4	11,184	13,824	17,808	23,052
5	11,580	14,328	18,468	23,928
6	12,000	14,856	19,164	24,840
7	12,432	15,408	19,884	25,788
8	12,876	15,972	20,628	26,772
A	13,344	16,560	21,408	27,792
B	13,824	17,172	22,212	28,860
C	14,328	17,808	23,052	29,964
D	14,856	18,486	23,928	31,116

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE C-3

COMMUNITY COLLEGES
Group I - 9-Month Instructional Personnel
(September 1, 1974 - February 28, 1975)

Step	Range I	Range II	Range III	Range IV	Range V
1	8,580	9,192	9,852	10,584	11,364
2	8,880	9,516	10,212	10,968	11,784
3	9,192	9,852	10,584	11,364	12,216
4	9,516	10,212	10,968	11,784	12,660
5	9,852	10,584	11,364	12,216	13,128
6	10,212	10,968	11,784	12,660	13,608
7	10,584	11,364	12,216	13,128	14,112
8	10,968	11,784	12,660	13,608	14,640
9	11,364	12,216	13,128	14,112	15,192
10	11,784	12,660	13,608	14,640	15,756
11	12,216	13,128	14,112	15,192	16,344
12	12,660	13,608	14,640	15,756	16,956
13	13,128	14,112	15,192	16,344	17,592
14	13,608	14,640	15,756	16,956	18,252
15	14,112	15,192	16,344	17,592	18,948

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE A-3

MANOA AND HILO CAMPUSES

Group III - 11-Month County Extension Agents
and County Home Economists
(September 1, 1974 - February 28, 1975)

Step	1 Assistant in Extension*	2 Assistant Agent or Home Economist	3 Associate Agent or Home Economist	4 Agent or Home Economist
1		8,796	10,800	12,876
2		9,096	11,184	13,344
3		9,408	11,580	13,824
4		9,732	12,000	14,328
5		10,068	12,432	14,856
6		10,428	12,876	15,408
7		10,800	13,344	15,972
8		11,184	13,824	16,560
A		11,580	14,328	17,172
B		12,000	14,856	17,808
C		12,432	15,408	18,468
D		12,876	15,972	19,164

* This classification and rank no longer used.

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE C-3

COMMUNITY COLLEGES
Group II - 11-Month Instructional Personnel
(September 1, 1974 - February 28, 1975)

Step	Range I	Range II	Range III	Range IV	Range V
1	10,068	10,800	11,580	12,432	13,344
2	10,428	11,184	12,000	12,876	13,824
3	10,800	11,580	12,432	13,344	14,328
4	11,184	12,000	12,876	13,824	14,856
5	11,580	12,432	13,344	14,328	15,408
6	12,000	12,876	13,824	14,856	15,972
7	12,432	13,344	14,328	15,408	16,560
8	12,876	13,824	14,856	15,972	17,172
9	13,344	14,328	15,408	16,560	17,008
10	13,824	14,856	15,972	17,172	18,468
11	14,328	15,408	16,560	17,808	19,164
12	14,856	15,972	17,172	18,468	20,064
13	15,408	16,560	17,808	19,164	20,628
14	15,972	17,172	18,468	20,064	21,408
15	16,560	17,808	19,164	20,628	22,212

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE A-4

MANOA AND HILO CAMPUSES

Group I -- 9-Month Instructional Personnel
(March 1, 1975)

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	9,000	11,004	14,028	18,012
2	9,300	11,388	14,532	18,672
3	9,612	11,784	15,060	19,368
4	9,936	12,204	15,612	20,088
5	10,272	12,636	16,176	20,832
6	10,632	13,080	16,764	21,612
7	11,004	13,548	17,376	22,416
8	11,388	14,028	18,012	23,256
A	11,784	14,532	18,672	24,132
B	12,204	15,060	19,368	25,044
C	12,636	15,612	20,088	25,992
D	13,080	16,176	20,832	26,976

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE A-4

MANOA AND HILO CAMPUSES
Group II - 11-Month Instructional, Research, and Specialist Personnel
(March 1, 1975)

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	10,584	12,948	16,488	21,144
2	10,944	13,392	17,076	21,924
3	11,316	13,860	17,688	22,728
4	11,700	14,340	18,324	23,568
5	12,096	14,844	18,964	24,444
6	12,516	15,372	19,680	25,356
7	12,948	15,924	20,400	26,304
8	13,392	16,488	21,144	27,288
A	13,860	17,076	21,924	28,308
B	14,340	17,688	22,728	29,376
C	14,844	18,324	23,568	30,480
D	15,372	18,984	24,444	31,632

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE A-4

MANOA AND HILO CAMPUSES

Group III - 11-Month County Extension Agents and County Home Economists

(March 1, 1975)

Step	1 Assistant in Extension*	2 Assistant Agent or Home Economist	3 Associate Agent or Home Economist	4 Agent or Home Economist
1		9,312	11,316	13,392
2		9,612	11,700	13,860
3		9,924	12,096	14,340
4		10,248	12,516	14,844
5		10,584	12,948	15,372
6		10,944	13,392	15,924
7		11,316	13,860	16,488
8		11,700	14,340	17,076
A		12,096	14,844	17,688
B		12,516	15,372	18,324
C		12,948	15,924	18,984
D		13,392	16,488	19,680

*This classification and rank no longer used.

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE C-4

COMMUNITY COLLEGES
Group I - 9-Month Instructional Personnel
(March 1, 1975)

Step	Range I	Range II	Range III	Range IV	Range V
1	9,000	9,612	10,272	11,004	11,784
2	9,300	9,936	10,632	11,388	12,204
3	9,612	10,272	11,004	11,784	12,636
4	9,936	10,632	11,388	12,204	13,080
5	10,272	11,004	11,784	12,636	13,548
6	10,632	11,388	12,204	13,080	14,028
7	11,004	11,784	12,636	13,548	14,532
8	11,388	12,204	13,080	14,028	15,060
9	11,784	12,636	13,548	14,532	15,612
10	12,204	13,080	14,028	15,060	16,176
11	12,636	13,548	14,532	15,612	16,764
12	13,080	14,028	15,060	16,176	17,376
13	13,548	14,532	15,612	16,764	18,012
14	14,028	15,060	16,176	17,376	18,672
15	14,532	15,612	16,764	18,012	19,368

PROPOSED

UNIVERSITY OF HAWAII SALARY SCHEDULE C-4

COMMUNITY COLLEGES
Group II - 11-Month Instructional Personnel
(March 1, 1975)

Step	Range I	Range II	Range III	Range IV	Range V
1	10,584	11,316	12,096	12,948	13,860
2	10,944	11,700	12,516	13,392	14,340
3	11,316	12,096	12,948	13,860	14,844
4	11,700	12,516	13,392	14,340	15,372
5	12,096	12,948	13,860	14,844	15,924
6	12,516	13,392	14,340	15,372	16,488
7	12,948	13,860	14,844	15,924	17,076
8	13,392	14,340	15,372	16,488	17,688
9	13,860	14,844	15,924	17,076	18,324
10	14,340	15,372	16,488	17,688	18,984
11	14,844	15,924	17,076	18,324	19,680
12	15,372	16,488	17,688	18,984	20,400
13	15,924	17,076	18,324	19,680	21,144
14	16,488	17,688	18,984	20,400	21,924
15	17,076	18,324	19,680	21,144	22,728

PROPOSED

UNIVERSITY OF HAWAII
SCHEDULE OF STIPENDS FOR LECTURERS

Effective September 1, 1974 lecturers and resident instructional personnel for the College of Continuing Education, the Summer Session and the Community Colleges (abbreviated "C"), shall be paid on a credit hour basis, in accordance with the following rates. In the case of lecturers who do not carry a University classification or academic rank, an equivalence basis shall be used.

Classification Grade	Rate Per Credit Hour: Prior Sept. 1, 1974	Rate Per Credit Hour: Effective Sept. 1, 1974
L-1	$210	$240
I, R, S, A-2, C	280	310
I, R, S, A-3	350	380
I, R, S, A-4	420	450
I, R, S-5	490	520

Stipends shall be paid on the basis of the policies and rates in effect on the campus where the course is taught.

ARTICLE XXIII, NO STRIKE OR LOCKOUT

A. The Union agrees that during the life of this Agreement the Union, its agents or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike against the Employer.

B. The Employer agrees that during the life of this Agreement there will be no lockout.

C. In case of any violation of this Article by the Employer or the Union, its agents, or its bargining unit members, either party may pursue such legal remedies as may be provided by law.

ARTICLE XXIV, TERM OF AGREEMENT

A. This Agreement shall become effective as of September 1, 1973 and shall remain in effect to and including August 31, 1976. It shall be renewed from year to year thereafter unless either party hereto shall give written notice, not earlier than ninety (90) days nor later than sixty (60) days prior to the termination of this Agreement, to the other party of its desire to modify, amend or terminate the Agreement. Notice served under this Article by the notifying party shall include specific written proposal(s) of the article(s) to be modified, amended or terminated.

B. If the aforesaid written notice of modification, amendment or termination is served by either party, this Agreement terminates upon the expiration of its original term or its yearly extended term.

C. This Agreement is also subject to re-opening by the Union during the period July 1, 1975 to July 31, 1975 solely on the provisions of Article XXII, SALARIES, with respect to the period September 1, 1975 to August 31, 1976.